

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:) Case No. 19-24274-GLT
Kristal C. Owens f/k/a)
Kristal C. Owens-Gayle,) Chapter 11
Debtor,)
Kristal C. Owens f/k/a) Related Document No. 228
Kristal C. Owens-Gayle,)
Movant,) Hearing Date: 08/06/2020 @ 10:30 a.m.
vs.)
Wilkinsburg School District,) Response Due: 07/13/2020
Wilkinsburg Borough, County of)
Allegheny, Wells Fargo Home)
Mortgage, and United States of)
America, Internal Revenue Service,)
Respondents.) Document No.

SECOND AMENDED ORDER CONFIRMING SALE OF PROPERTY
FREE AND DIVESTED OF LIENS

This 27th day of August, 2020, on consideration of the **Debtor's Motion for Entry of an Order (I) Approving Sale of Acquired Assets Free and clear of Liens and Encumbrances and (II) Granting Related Relief to Oakdale Development, LLC or its assigns of 204-211 South Avenue, Wilkinsburg, PA 15221 for \$237,000.00**, after hearing held on August 6, 2020. Regarding Said Motion the Court finds:

(1) That service of the Notice of Hearing and Order setting hearing on said Motion for private sale of real property free and divested of liens of the above named Respondents, was effected on the following secured creditors whose liens are recited in said Motion for sale, viz:

DATE OF SERVICE
June 25, 2020

NAME OF LIENOR AND SECURITY
Wilkinsburg School District
718 Wallace Avenue
Pittsburgh, PA 15221-2299
Tax Lien

June 25, 2020	Wilkinsburg School District c/o Maiello Brungo & Maiello, LLP 100 Purity Road, Suite 2 Pittsburgh, PA 15235-4441 Tax Lien
June 25, 2020	Wilkinsburg Borough c/o Maiello Brungo & Maiello, LLP 100 Purity Road, Suite 2 Pittsburgh, PA 15235-4441 Tax Lien
June 25, 2020	Commonwealth of Pennsylvania Allegheny County 2213 Brownsville Road Pittsburgh, PA 15210-4228 Tax Lien
June 25, 2020	County of Allegheny GRB Law c/o Jeffrey R. Hunt, Esquire 437 Grant Street, 14 th Floor Frick Building Pittsburgh, PA 15219-6101 Tax Lien
June 25, 2020	Wells Fargo Home Mortgage P.O. Box 10335 Des Moines, IA 50306-0335 First Mortgage
June 25, 2020	United States of America, Internal Revenue Service c/o Jill L. Locnikar Joseph F. Weis, Jr. United States Courthouse 700 Grant Street, Suite 4000 Pittsburgh, PA 15219 Federal Tax Lien
June 25, 2020	United States of America, Internal Revenue Service P.O. Box 7346 Philadelphia, PA 19101-7346 Federal Tax Lien

(2) That sufficient general notice of said hearing and sale, together with the confirmation hearing thereon, was given to the creditors and parties in interest by the Movants as shown by the certificate of service duly filed and that the named parties were duly served with the *Motion*.

(3) That the said hearing was duly advertised on the Court's website pursuant to *W.P.A LBR 6004-1(c)* on June 26, 2020, in the *Pittsburgh-Post Gazette* on July 10, 2020, and in the *Pittsburgh Legal Journal* on July 10, 2020, as shown by the Proof of Publications duly filed.

(4) That at the sale hearing no higher offers were received and no objections to the sale were made which would result in cancellation of said sale.

(5) That the price of \$237,000.00 offered by **Oakdale Development, LLC or its assigns, after progressive bidding**, was a full and fair price for the property in question.

(6) That the purchaser is acting in good faith with respect to the within sale in accordance with In re: Abbots Dairies of Pennsylvania, Inc., 788 F.2d 143 (3d Cir. 1986).

NOW THEREFORE, it is hereby **ORDERED, ADJUDGED AND DECREED** that the sale by Special Warranty Deed of the real property described in the Motion as **204-214 South Avenue, Wilkinsburg, PA 15221** is hereby **CONFIRMED** to **Oakdale Development, LLC or its assigns** of **2015 Mary Street, Pittsburgh, PA 15203** for \$237,000.00, free and divested of any liens, claims and encumbrances is approved; and, that the Movant is authorized to make, execute and deliver to the Purchaser above named or its assignee the necessary deed and/or other documents required to transfer title to the property purchased upon compliance with the terms of sale;

It is **FURTHER ORDERED**, that the above recited liens and claims, be, and they hereby are, transferred to the proceeds of sale, if and to the extent they may be determined to be valid liens against the sold property, that the within decreed sale be free, clear and divested of said liens and claims;

It is **FURTHER ORDERED**, that the Purchaser is permitted to record a copy of this Order with any applicable governmental recording office;

It **FURTHER ORDERED**, that **OPA-HI Development, LLC** of **1917 Murray Avenue, #34, Pittsburgh, PA 15217** is designated as the back-up bidder to this sale. In the event that the sale to **Oakdale Development, LLC or its assigns** does not close in the time permitted by this Order, the sale of **204-214 South Avenue, Wilkinsburg, PA 15221** is hereby **CONFIRMED** to **OPA-HI Development, LLC** for \$236,000.00, free and divested of any liens, claims and encumbrances is approved; and, that the Movant is authorized to make, execute and deliver to the designated back-up bidder the necessary deed and/or other documents required to transfer title to the property purchased upon

compliance with the terms of the sale. Any hand money or break-up fee held on behalf of OPA-HI Development, LLC shall be paid upon the closing of the sale to **Oakdale Development, LLC or its assigns**.

It is **FURTHER ORDERED**, that the following expenses/costs shall immediately be paid at the time of closing. *Failure of the Closing Agent to timely make and forward the disbursements required by this Order will subject the closing agent to monetary sanctions*, including among other things, a fine or imposition of damages, after notice and hearing, for failure to comply with the above terms of this Order. Except as to the distributions specifically authorized herein, all remaining funds shall be held by Counsel for Movant pending further Order of this Court after notice and hearing.

- (1) The following lien(s)/claim(s) and amounts: **Wilkinsburg School District in full plus any legal fees related to this sale, their payoff which is subject to verification and allowance by this court; Wilkinsburg Borough in full plus any legal fees related to this sale, its payoff which is subject to verification and allowance by this Court; County of Allegheny in full plus any legal fees related to this sale, their payoff which is subject to verification and allowance by this court;**
- (2) Delinquent real estate taxes; if any;
- (3) The sale is pursuant to the Debtor's chapter 11 Plan of reorganization and it is not subject to realty transfer taxes, 11 USC §1146;
- (4) Current real estate taxes, pro-rated to the date of closing;
- (5) Wilkinsburg Penn Joint Water Authority for unpaid water bills in full;
- (6) Any other customary closing costs, subject to the approval of Counsel to the Debtor, which shall be paid at closing;
- (7) The costs of local newspaper advertising reimbursed to Calaiaro Valencik in the amount of **\$598.00**;
- (8) The costs of legal journal advertising reimbursed to Calaiaro Valencik in the amount of **\$455.60**;
- (9) The sole realtor commission payable in this transaction is **6%** to be paid by the Debtor.
- (10) Court approved attorney fees made in the amount of **\$2,500.00** made payable to Calaiaro Valencik;
- (11) **\$5,000.00** to be paid for the costs of administration;
- (12) **\$11,095.58** to the United States of America, Internal Revenue Service
- (13) The balance of funds realized from the within sale shall be paid to Wells Fargo Home Mortgage. The Debtor reserves the right to seek a verified payoff from the mortgagee.

It is **FURTHER ORDERED** that:

- (1) ***Within seven (7) days of the date of this Order***, the Movant/Plaintiff shall serve a copy of the within Order on each Respondent/Defendant (i.e., each party against whom relief is sought) and its attorney or record, if any, upon any attorney or party who answered the motion or appeared at the hearing, the attorney for the debtor, the Closing Agent, the Purchaser, and the attorney for the Purchaser, if any, and file a Certificate of Service.
- (2) ***Closing shall occur within sixty (60) days of the entry of this Order or within three (3) business days following the date the order confirming the Debtor's chapter 11 plan becomes final, whichever date is later; the buyer waived all contingencies and right to a due diligence period at the hearing on this sale.***
- (3) ***Within seven (7) days following closing***, the Movant/Plaintiff shall file a ***Report of Sale*** which shall include a copy of the HUD-1 or other Settlement Statement; and,
- (4) This *Sale Confirmation Order* survives any dismissal or conversion of the within case.

By the Court:

Dated: 8/27/20



Honorable Gregory L. Taddonio
United States Bankruptcy Court

Imaged Certificate of Notice Page 6 of 6

United States Bankruptcy Court
Western District of PennsylvaniaIn re:
Kristal C. Owens
DebtorCase No. 19-24274-GLT
Chapter 11**CERTIFICATE OF NOTICE**

District/off: 0315-2

User: culy
Form ID: pdf900Page 1 of 1
Total Noticed: 1

Date Rcvd: Aug 27, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 29, 2020.

db +Kristal C. Owens, 10482 Baltimore Ave., Ste. 277, Beltsville, MD 20705-2321

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Aug 29, 2020

Signature: /s/Joseph Speetjens**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 27, 2020 at the address(es) listed below:

Ann E. Swartz on behalf of Creditor U.S. Bank National Association, as Trustee for MASTR Adjustable Rate Mortgages Trust 2006-OA1, Mortgage Pass-Through Certificates, Series 2006-OA1
ecfmail@mwc-law.com, ecfmail@ecf.courtdrive.com

Brett A. Solomon on behalf of Interested Party OPA-Hi Development LLC
brett.solomon@solomon-legal.com

David Z. Valencik on behalf of Debtor Kristal C. Owens dvalencik@c-vlaw.com,
cvlaw.ecf.dvalencik@gmail.com; aheath@c-vlaw.com; kmosur@c-vlaw.com; bhassain@c-vlaw.com; ssimmons@c-vlaw.com; mpeduto@c-vlaw.com; rfeil@c-vlaw.com; eratti@c-vlaw.com

Donald R. Calaiaro on behalf of Debtor Kristal C. Owens dcalaiaro@c-vlaw.com,
cvlaw.ecf.dcalaiaro@gmail.com; aheath@c-vlaw.com; kmosur@c-vlaw.com; bhassain@c-vlaw.com; ssimmons@c-vlaw.com; mpeduto@c-vlaw.com; rfeil@c-vlaw.com; eratti@c-vlaw.com

James Warmbrodt on behalf of Creditor Toyota Lease Trust bkgroup@kmlawgroup.com

Jeffrey R. Hunt on behalf of Creditor County of Allegheny jhunt@grblaw.com,
cnoroski@grblaw.com

Jennifer L. Cerce on behalf of Creditor Wilksburg School District and Borough of Wilksburg jlc@mbm-law.net

Jill Locnikar on behalf of Creditor United States of America Department of the Treasury, Internal Revenue Service jill.locnikar@usdoj.gov,
patricia.fitzgerald@usdoj.gov; caseview.ecf@usdoj.gov; kassi.horton@usdoj.gov

Jill Manuel-Coughlin on behalf of Creditor BAYVIEW LOAN SERVICING, LLC
bankruptcy@powerskirn.com

Keri P. Ebeck on behalf of Creditor Duquesne Light Company kebeck@bernsteinlaw.com,
jbluemle@bernsteinlaw.com

Keri P. Ebeck on behalf of Creditor U.S. Bank National Association, as Trustee for Lehman XS Trust Mortgage Pass-Through Certificates, Series 2007-15N kebeck@bernsteinlaw.com,
jbluemle@bernsteinlaw.com

Larry E. Wahlquist on behalf of U.S. Trustee Office of the United States Trustee
larry.e.wahlquist@usdoj.gov

Office of the United States Trustee ustpregion03.pi.ecf@usdoj.gov

Sheetal Ramesh Shah-Jani on behalf of Creditor Lehman Xs Trust Mortgage Pass-Through Certificates, Series 2007-15N sshahjani@rascrane.com

Thomas Song on behalf of Creditor U.S. Bank National Association, et.al. pawb@fedphe.com

TOTAL: 15